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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

INSPIRION, INC.,

Chapter 11

Case No. 19-23534 (rdd)

Debtor.

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**STIPULATION AND ORDER CONCERNING OFFICE PREMISES LOCATED
AT 535 EIGHTH AVENUE, 12TH FLOOR, NEW YORK, NEW YORK,
(I) REJECTING NONRESIDENTIAL REAL PROPERTY LEASE; AND (II)
ASSUMING AND ASSIGNING NONRESIDENTIAL REAL PROPERTY SUBLEASE**

This stipulation (“Stipulation and Order”) is made by and among Inspiron, Inc., 535 Eighth Avenue LLC and Cohen Veterans Bioscience Inc. concerning nonresidential real property located at 535 Eighth Avenue, 12th Floor, New York, New York.

Whereas, on or about April 27, 2016, 535 Eighth Avenue LLC (the “Landlord”), as landlord, and Inspiron, Inc. (the “Debtor”), as tenant, entered into a lease agreement and rider (the “Lease”) for a term of ten years and six months, commencing May 1, 2016 and ending October 31, 2026, for the premises located at 535 Eighth Avenue, 12th Floor, New York, New York (the “Premises”); and

Whereas, pursuant to paragraph 41(g) of the Lease, the Debtor has deposited with the Landlord a security deposit in the amount of five months’ rent, currently in the amount of \$150,725.30 (the “Lease Security Deposit”); and

Whereas, the principal of the Debtor, Alen Gershkovich, guaranteed certain of the Debtor's obligations under the Lease; and

Whereas, on or about July 29, 2019, the Debtor, as sublandlord, and Cohen Veterans Bioscience, Inc. (the "Subtenant"), as subtenant, entered into a sublease, dated July 29, 2019 (the "Sublease"), for the premises occupied by Debtor under the Lease; and

Whereas, pursuant to paragraph 21 of the Sublease, the Subtenant has deposited with the Debtor a security deposit in the amount of \$266,107.50 (the "Sublease Security Deposit"); and

Whereas, on August 26, 2019, the Debtor filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code; and

Whereas, the parties to this action desire to resolve all issues related to the Lease and the Sublease.

NOW, THEREFORE, in consideration of the mutual and reciprocal provisions set forth herein, it is agreed by and between the parties as follows:

1. The Sublease is hereby assumed by the Debtor and assigned to the Landlord.
2. The Debtor is authorized to enter into the assignment agreement annexed to the Motion as Exhibit C.
3. Within fourteen (14) days after entry of this Stipulation and Order by the Bankruptcy Court, the Debtor shall turnover the Sublease Security Deposit to the Landlord in connection with the assumption and assignment of the Sublease in Paragraph 1 herein.
4. The Lease is hereby rejected. The Landlord waives rejection damages, if any, and releases the Guarantor pursuant to the Release of Guaranty annexed to the Motion as Exhibit D.
5. Within fourteen (14) days after entry of this Stipulation and Order by the Bankruptcy Court, the Landlord shall turnover the Lease Security Deposit to the Debtor.

6. Subject to the satisfaction of the terms and conditions of this Stipulation and Order including, without limitation, the respective transfers of the Sublease Security Deposit and Lease Security Deposit and subject to the rights and liabilities between Landlord and Subtenant with respect to the terms and conditions set forth in the Sublease as assigned, Landlord, Debtor and Subtenant release and forever discharge each other, their heirs and assigns, and their past, present and future parents, subsidiaries, affiliates, shareholders, officers, directors, members, agents, representatives and employees from any and all claims, actions and causes of action of whatsoever kind and nature which they may now have, or hereafter can have, from the beginning of the world to the date of this Stipulation and Order, arising by reason of the claims which are the subject of the litigation set forth herein and do hereby covenant and agree not to institute, commence or maintain any legal or equitable action relating therefrom of any character whatsoever against each other, their heirs and assigns, and their past, present and future parents, subsidiaries, affiliates, shareholders, officers, directors, members, agents, representatives and employees,, except to the extent necessary to enforce the terms of this Stipulation and Order.

7. This Stipulation and Order is not contingent on the occurrence or future performance of any party or event, except as provided herein. Subject only to enforcement as aforesaid, this Stipulation and Order is intended to settle, discharge and terminate any and all differences, claims or disputes between the parties.

8. This Stipulation and Order shall not be modified except in writing. Counter-signed copies of this Stipulation and Order remain in force and effect and are valid in lieu of an original.

9. Each of the parties has reviewed this Stipulation and Order with their counsel and understand the terms herein.

10. The Bankruptcy Court shall retain jurisdiction to enforce the terms of this Stipulation and Order.

Dated: March 23, 2020

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/s/ Richard Sharan
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/s/ Jason Alderson
By: _____
Jason Alderson, Esq.

SO ORDERED THIS 23rd
DAY OF MARCH, 2020

/s/Robert D. Drain

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE